

**TO:** Mayor Althoff and City Council

**FROM:** Jeffrey L. McCormick, Chief of Police

**SUBJECT:** Contracted Police Services

**DATE:** January 29, 2020

**BACKGROUND**

The City Council reviewed and discussed the drafts of the Contracted Police Services Application/Agreement and Secondary Employment Policy at the February 4, 2020 meeting. After that meeting the feedback was incorporated into the documents that were submitted to the City Attorney for review. Roger Knutson advised that the documents looked good, but he suggested a sentence be added to the end of the sixth paragraph of the Application/Agreement and that was done in the final version attached.

The sentence he added is below for ease of reference:

Client shall indemnify and hold harmless the City of Cannon Falls its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided by the City of Cannon Falls herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising from the performance of the City of Cannon Falls hereunder.

If these are approved by the City Council, Department Policy 1.21 would replace Department Policy section 1.5-17, and existing policy 1.5 will be modified to remove section 1.5-17. These policies would then be issued to department members per department policy protocols

**REQUESTED COUNCIL ACTION**

Motion and approval of the Contracted Police Services Application/Agreement and Department Policy 1.21.

## 1-21 SECONDARY EMPLOYMENT

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### **REGULATION**

The nature of law enforcement requires Department employees to have the ability to work irregular schedules which are subject to change in meeting deployment needs. In addition, it is necessary that employees have adequate rest in order to be alert and perform their duties effectively. Emergency Mutual Aid requests for a local, tribal or State government are not considered secondary employment nor subject to this policy. When an employee is engaged in outside employment, there is an increased potential for conflicts of interest with the employee's primary responsibility to the Department, as well as a potential for liability to the City of Cannon Falls. For these reasons, the Department must place limitations on outside employment of Department employees.

The formal written mission described in this section is to provide specific direction to Department members in the performance of their duties.

### **PURPOSE**

To clearly establish Department procedures and regulations for outside employment and prevent actual or perceived conflicts of interest for Departmental employees.

### **SCOPE**

This section is applicable to all members of the Cannon Falls Police Department.

### **STANDARDS**

#### **1-21.01 DEFINITIONS**

**Contracted Police Services** – Overtime or a set rate involving any member of this Department who performs duties or services for an outside organization, company, individual or local/tribal government on behalf of the Department. Such outside contracted overtime shall be requested and scheduled directly through this Department so that the Department will be reimbursed for the full cost of the employee and administration expenses.

**Officer Interviews/Depositions** –Requests to an officer to be interviewed or deposed in a civil action resulting from an incident the officer responded to.

**Outside Employment** - The employment of any member of this Department who receives wages, compensation or other consideration of value from another employer, organization or individual not affiliated directly with this Department for services, product(s) or benefits

rendered. For purposes of this section, the definition of outside employment includes those employees who are self-employed and not affiliated directly with this Department for services, product(s) or benefits rendered.

**Volunteer Activities** – Donation of time or talents by any member of this Department to a non-profit organization, including but not limited to schools, places of faith and youth activities.

## **1-21.02 OUTSIDE EMPLOYMENT**

The following procedures shall be followed regarding outside employment of Police Department employees:

All requests for Department employees to perform outside employment will be directed to the Chief of Police or designee and processed through official channels. All outside employment is prohibited unless specifically authorized by the Chief of Police or designee. Previously granted requests for outside employment that would continue into the next year must be resubmitted by each December 31, and will be reconsidered by the Chief of Police. The Chief of Police may revoke or suspend previously approved outside employment, an employee shall stop said outside employment once given written notification of the reasons for revocation or suspension.

All employees are required to provide a written disclosure to the Police Chief or designee prior to engaging in any outside employment for private gain.

### EXCEPTIONS

- Making investments or renting an employee's own property to a third party, provided that such investments, rental, or partnerships are not likely to create a conflict of interest with the employee's City employment.
- When engaged in volunteer activities.
- Part-time employees unless their primary job would be in a conflict with section 1-21-02.02 b 1-5. If so, a written explanation of the conflict must be made to the Chief of Police so a determination can be made on a case by case basis on how to proceed.

### **1-21.02.01 Restrictions Specified**

The following conditions shall be considered:

- A. Any outside employment is secondary to City employment and shall not interfere with the proper and safe performance of City employment. Employees should report to work refreshed and ready for work. The total hours for any week shall not exceed 70 hours, including City employment. Exceptions to the limit on hours may be granted at the discretion of the Chief of Police or designee.
- B. In no case shall outside employment be considered where:
  - 1. A labor dispute is involved.

2. Involves the employee's use of Department time, facilities, equipment or supplies, the use of the Department badge, uniform, prestige or influence for private gain or advantage.
3. Involves the employee receiving compensation for outside employment while working on duty.
4. Involves time demands that would render performance of the employee's duties for this Department below minimum standards or would render the employee unavailable for reasonably anticipated overtime assignments and other job-related demands that occur outside regular working hours.
5. The reputation of the Department would suffer as a result of the outside employment of a member of the Department, to include but not limited to Bail Bond Agency, Insurance Investigation and Collection Agencies.
6. The Chief of Police has the authority to deviate from the above for extenuating circumstances. The Chief of Police's decision will be final.

#### **1-21.02.02      Changes in Outside Employment Status**

Employees shall also promptly submit in writing to the Chief of Police any material changes in outside employment including any significant change in the number of hours, type of duties or demands of any approved outside employment. If an employee terminates his/her outside employment, the employee should provide written notification of such termination to the Chief of Police, so any future requests decisions are based on accurate status considerations.

### **1-21.03            CONTRACTED POLICE SERVICES**

Contracted Police Services is provided by the City to an outside organization, company, individual or local/tribal government not affiliated directly with the City. An outside organization, company or individual may make application for Contracted Police Services by submitting a completed and signed application and Letter of Agreement for contracted police service. A local/tribal government would initiate a request by contacting the Chief of Police and the City and requesting local/tribal government entering into an agreement for contracted police services, which shall include the cost rates and terms. If such request is approved by the Chief of Police, a sworn peace officer employed by the City shall be assigned. For an outside organization, company or individual the rate charged and paid shall be set annually by the Chief of Police and shall cover all costs the City incurs in providing contracted police services. While performing contracted police services, an employee will at all times be an employee of the Department, and his or her sole responsibility will at all times be to the Department. Any employee who is working in uniform shall at all times conform to the standard of dress set forth in existing orders. However, the Department recognizes that the uniform may not be proper in some circumstances. These exceptions will be evaluated by the Chief of Police or designee. If an officer is not wearing the uniform in this capacity, he/she must carry proper credentials identifying them as a Cannon Falls Officer.

All sworn peace officers are eligible unless on vacation, compensatory time, sick leave, light duty, or injured on duty leave to engage in contracted police services. Employees on vacation, compensatory time, sick leave, light duty, or injured on duty leave must seek the prior written approval of the Chief of Police to be eligible to engage in contracted police services. In the case

of previously approved contracted police services, this provision requires a specific, separate approval for the duration of said leave.

#### **1-21.03.01      Restrictions, Conditions or Limitations Contracted Police Services**

While it is not possible to anticipate or list every type of occurrence where contracted police service might be sought, occurrences listed in section 1-21-02.02 b 1-5, would not be considered for contracted police services without specific approval from the City Council. For all other types of requests for contracted police services the Chief of Police may impose any other conditions or limitations on his or her approval that appear necessary in each individual situation, in accordance with the criteria set forth in this policy. Contracted police services rates will be set annually by the Chief of Police and billed directly by the City to the requesting party. Officers will be compensated at a set hourly rate to be determined annually by the Chief of Police.

Contracted Police Services requests that are canceled within twenty-four (24) hours of the event start time, the Client will be charged for all services which were contracted and the officer(s) who were assigned will receive contracted police service pay for all hours contracted.

#### **1-21.03.02      Officers Working Contracted Police Services**

An officer engaged in contracted police services within the City of Cannon Falls will, when starting and ending the contracted police services shift will advise an officer on duty.

An officer, while engaged in contracted police services within the City of Cannon Falls, shall at all times take proper action on any offense or condition requiring police action which may come to the officer's attention.

An officer may use Departmental equipment (i.e., squad, etc.) when working a contracted police services activity.

If an officer is injured while assigned to contracted police services, he/she must notify a supervisor as soon as possible. Section 1-5.10.03 will apply.

### **1-21.04      OFFICER INTERVIEWS/DEPOSITIONS**

Officers by the nature of their job respond to incidents where one or more of the persons involved could commence a civil action, against the other persons involved. Such requests are not considered to be outside employment within section 1-21.02 above. Requests to an officer to be interviewed or deposed in a civil action resulting from an incident the officer responded to is not considered Outside Employment. In the cases where an interview/deposition is requested, the officer shall arrange to do so on off-duty time.

The officer shall submit an Interview Overtime Pay Voucher, completed and signed by the officer and requesting attorney or insurance representative. An invoice will be mailed to the representative for a minimum of 3 hours at time and one-half pay plus a 20% administrative fee. The officer shall be paid the 3 hours at time and one-half.

## **1-21.05        VOLUNTEER ACTIVITIES**

The Department encourages community engagement and understand that employees may choose to participate in volunteer activities. Volunteer activities are not considered to be outside employment under section 1-21-02, however the restrictions of section 1-21-02.02 b 1-5 would apply. Employees should remember while providing time or talents to any non-profit organization that committing to much time or energy could involve time demands that would render performance of the employee's duties for this Department below minimum standards or would render the employee unavailable for reasonably anticipated overtime assignments and other job-related demands that occur outside regular working hours and should allocate their time commitments accordingly.

**CANNON FALLS POLICE DEPARTMENT  
REQUEST APPLICATION /  
LETTER OF AGREEMENT CONTRACTED POLICE SERVICE**

The following request application / Letter of Agreement for contacted police service must be completed by any outside organization, company or individual, herein referred to as Client, prior to any utilization of Cannon Falls Police Department peace officers for contracted police services, as required by the City Council.

Name of Organization/Company/Individual: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street/P.O. Box) (City/Town) (State) (Zip Code)

Phone Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contracted Police Service location: (if different from above) \_\_\_\_\_

Date(s) requested \_\_\_\_\_ Report Time \_\_\_\_\_ End Time \_\_\_\_\_

Location(s) officers will be working \_\_\_\_\_

Number of officer(s) needed \_\_\_\_\_, if known

Will officer(s) need any special equipment (e.g. reflective vest, first aid kit, flashlight) Yes / No

If so, describe \_\_\_\_\_

Describe exactly what officer(s) will be doing \_\_\_\_\_

The above listed **Client** and the **City of Cannon Falls** have an Agreement providing for contracted police services. It is the intent of the Client to retain the City of Cannon Falls for contracted police services. It is the intent of the City of Cannon Falls to provide contracted police services for the Client, based on availability of officers. The Cannon Falls Police Department reserves the right to make staffing assignments and agrees to provide police services that benefit both the Client and the City of Cannon Falls. The Police Department may offer police services with plain clothes and/or uniformed officers. All officers assigned to contracted police service duty are State licensed peace officers, City of Cannon Falls employees. The Client understands that the police services requested are in addition to police services normally provided and that officers assigned to work the detail are not subject to direct supervision or control by the Client or of the Client's representatives. Officers working contracted police services will remain an employee of the City of Cannon Falls and will adhere to all State Statutes, City Ordinances and Department Policy.

The 2020 rate for contracted police services is \$72.00 per hour/per officer. There is a minimum charge of two (2) hours per officer for an event. If the Client requests the presence of a marked or unmarked squad, a squad will be provided with the officer at no extra expense. The Client will be responsible for payment to the City of Cannon Falls upon receiving an invoice. The Client is responsible for any additional time charges for court proceedings that result from the requested contractual police services and such time will be billed to the Client, if incurred.

In the event of cancellation by the Client, if cancelled within twenty-four (24) hours of the event start time, the Client will be charged for all services which were contracted. In the event of cancellation by the City, there shall be no charges to the client and the City will provide as much advance notice as possible of its inability to assign an officer. The Client agrees to hold the City harmless for the cancellation.

No officer is permitted to engage in any illegal activity, participate in any activity that may, potentially, harm himself or anyone else, or allow any such activity to occur if observed by him. Failure of the contracting party to correct any problem brought to their attention by the officer shall cause the officer to cease any and all work immediately, with the Chief of Police being notified accordingly.

This agreement is for the dates/times listed above. This agreement is open ended and valid until cancelled or updated in writing by the Client or City of Cannon Falls. Dates may be added by the Client and coverage provided by the Police Department based on officer availability.

This Letter of Agreement, when signed and dated, will serve to hold each other accountable to the terms and conditions contained herein. The Client further agrees to waive any and all claims against the City of Cannon Falls, The Cannon Falls Chief of Police, and Cannon Falls Peace Officers for any form of damage or injury resulting from the police contracted services provided or requested. Client shall indemnify and hold harmless the City of Cannon Falls its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided by the City of Cannon Falls herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising from the performance of the City of Cannon Falls hereunder.

Completed application/letter of agreement will be submitted to the Chief of Police, who shall be the sole authority in granting the use of Department staff. The Chief of Police may impose any other conditions or limitations on his or her approval that appear necessary in each individual situation. The Chief of Police shall have final say as to the number of officers needed after reviewing the event and promoters plans for the event.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Number of officers assigned: \_\_\_\_\_

Departmental Conditions or Limitations: \_\_\_\_\_

Approved by Chief of Police \_\_\_\_\_

Date: \_\_\_\_\_